NComputing

END USER LICENSE AGREEMENT

FOR VSPACE CLIENT

IMPORTANT - READ THIS CAREFULLY:

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND NCOMPUTING CO., LTD. ("NCOMPUTING"). YOU MUST CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT ("EULA") IN ITS ENTIRETY BEFORE INSTALLING OR USING THE NCOMPUTING® VSPACE® CLIENT SOFTWARE IN ANY WAY. BY CLICKING ON THE "ACCEPT" BUTTON PRESENTED IN CONNECTION WITH THIS EULA, OR BY INSTALLING OR USING THE NCOMPUTING® VSPACE® CLIENT SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA. IF YOU ARE AN INDIVIDUAL AGREEING TO THE TERMS OF THIS EULA ON BEHALF OF AN ENTITY, SUCH AS YOUR EMPLOYER, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ENTITY TO THE TERMS OF THIS EULA. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS OF THIS EULA, THEN PLEASE EXIT THIS PAGE WITHOUT CLICKING ON THE "ACCEPT" BUTTON, DO NOT INSTALL OR USE THE NCOMPUTING® VSPACE® CLIENT SOFTWARE, AND IMMEDIATELY DELETE THE NCOMPUTING® VSPACE® CLIENT SOFTWARE FROM THE COMPUTER ON WHICH IT WAS COPIED OR DOWNLOADED. BY DOING SO YOU FOREGO ANY IMPLIED OR STATED RIGHTS TO INSTALL OR USE THE NCOMPUTING® VSPACE® CLIENT SOFTWARE.

1. **OVERVIEW.** The terms and conditions set forth in this EULA apply to the NComputing® vSpace® Client software. This EULA supersedes all other licensing terms for the vSpace Client software. Updates to the vSpace Client software supplied by NComputing through Internet-based services or other means are also subject to this EULA, unless other terms accompanying those updates explicitly supersede or amend this EULA.

   By installing or using the vSpace Client software, you agree and accept the terms and conditions in this EULA. By installing or using the vSpace Client software, you also consent to the transmission, collection, and holding of certain computer and contact information for validation and activation of software, Internet based services, and marketing information about which NComputing and/or its authorized resellers may contact you. If you comply with the terms and conditions set forth in this EULA, you have the rights below for each license you acquire.

   Installing and using the vSpace Client software does not enable you to connect to the vSpace Server software without purchase of Concurrent User Licenses as described in this EULA.

2. **DEFINITIONS.** The following definitions will be used throughout this EULA:

   a. **Client Software:** The NComputing vSpace Client software.

   b. **Client Device:** Any device on which the Client Software is installed.

   c. **Server Software:** The NComputing vSpace Server software

   d. **Licensed Host Computer:** A physical or virtual machine running a licensed operating system on which the Server Software is installed that hosts one or more user sessions to which one or more Client Devices running the Client Software connect.

   e. **Concurrent User License:** A license that you must purchase from NComputing or one of its authorized resellers and install via a key code on the Licensed Host Computer. Such Concurrent User License enables the Client Software installed and running on the Client Device to connect to and access a user session running on the Server Software on the Licensed Host Computer.

   The Client Software must be used with one or more Concurrent User Licenses that are installed via a key code on a Licensed Host Computer. Each unique Concurrent User License may be installed on only one (1) Licensed Host Computer and may not be copied, reproduced or duplicated onto another computer. You may install the Client Software on any number of Client

Devices. Each Concurrent User License installed on a Licensed Host Computer entitles any Client Device running the Client Software to connect to and establish one (1) user session running on the Licensed Host Computer. Each connection to the Server Software from the Client Software running on a Client Device requires a separate and unique Concurrent User License assigned to that Licensed Host Computer.

A Client Device running the Client Software that is connected to a user session under the Server Software is not compatible with all personal computer applications including software and/or peripherals. Since the Client Devices running the Client Software share the Licensed Host Computer's resources, the Client Devices' performance may decrease if the Licensed Host Computer's processor(s) or other resources become overloaded as multiple Client Devices are attached to the Licensed Host Computer or as users run resource intensive applications.

3. **INSTALLATION AND USE RIGHTS.** Subject to the terms and conditions set forth in this EULA and conditional upon your compliance therewith, NComputing grants to you a limited, non-exclusive license to install and use the Client Software on a Client Device in order to connect to a user session running on the Server Software installed on a Licensed Host Computer. To use the Client Software under a license, you must install a Concurrent User License onto a Licensed Host Computer to which your Client Device has access over a network connection. The Concurrent User License is assigned to a single Licensed Host Computer via the NComputing registration process.

   a. **Installation of Client Software on Client Device:** You may install the Client Software on any number of Client Devices. You may then connect Client Devices to a particular Licensed Host Computer up to the total number of Concurrent User Licenses loaded on that particular Licensed Host Computer.

   b. **Installation of Concurrent User Licenses:** Except as provided in the Storage and Licensed Host Computer Upgrade sections below, you may not install the same Concurrent User License key code on more than one Licensed Host Computer. Each Licensed Host Computer must have its own unique Concurrent User Licenses installed via unique key codes. Concurrent User License key codes are available to install one or more Concurrent User Licenses.

   c. **Microsoft Windows Licenses:** You are licensed by NComputing to use the Client Software under the terms of this EULA and to use the vSpace Server software under the terms of the vSpace Server Software EULA. You need to purchase NComputing Concurrent User Licenses to enable the Client Software to connect to the Server Software.

   You must also acquire the appropriate number of Microsoft Windows Server licenses and Microsoft client access licenses for each Client Device or user accessing Microsoft Windows Server software.

4. **LICENSE RESTRICTIONS.** Unless applicable law gives You more rights despite the limitations in this EULA, You may use the Client Software only as expressly permitted herein. You must comply with any technical limitations in the Client Software that only allow you to use it in certain ways. You may only install one copy of the Client Software on a Client Device. You may connect Client Devices on which the Client Software is installed to a Server Device to up to the maximum number of Client Devices permitted by NComputing in the documentation accompanying the Server Software.

   Furthermore, you may not:

   - use the Client Software on any devices or products other than those that you or your business organization own or have a valid legal right to use;
   - use the Client Software on any devices other than Client Devices;
   - install the Client Software on more than one Client Device at the same time;
   - modify, translate, reverse engineer, decompile, disassemble or otherwise attempt (i) to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection mechanisms in the Client Software, including without limitation any such mechanism used

to restrict or control the functionality of the Client Software, or (ii) to derive the source code or the underlying ideas, algorithms, structure or organization from the Client Software (except that the foregoing limitation does not apply to the extent that such activities may not be prohibited under applicable law); or

- make more copies of the Client Software than expressly permitted in this EULA;
- publish the Client Software for others to copy; or
- rent, lease, distribute, lend, sublicense, modify or create derivative works based on the Client Software or any part thereof, or grant to any third party any rights in the Client Software and its accompanying documentation, or any modifications of any of the foregoing, without the prior written consent of NComputing.

5. **ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**

   a. **Storage:** You may store one copy of the Client Software on a storage device, such as a network server. You may use that copy to install the Client Software on any other Client Device.

   b. **Licensed Host Computer Upgrade, Operating System Reinstallation or Transfer of Concurrent User License(s):** You may reassign the Concurrent User License(s) from a Licensed Host Computer to an upgraded or repaired version of the same Licensed Host Computer (e.g. operating system re-installation) or to a new Licensed Host Computer provided that you first uninstall the vSpace Server Software and remove all the Concurrent User Licenses from the original Licensed Host Computer. You must then contact NComputing Technical Support to enable re-use of the Concurrent User License on the same or on another Licensed Host Computer. You may then install the vSpace Server Software and the Concurrent User Licenses on the upgraded or new Licensed Host Computer and then activate the Concurrent User License(s) via the key codes and the NComputing registration process. You may reassign the Concurrent User License(s) in this manner no more than two (2) times.

6. **REGISTRATION AND VALIDATION.**

   a. NComputing requires the Concurrent User Licenses to be registered and validated. Validation of your Concurrent User License in the manner described during its install and setup with the key code is required for Client Devices to be able to connect to the Server Software running on the Licensed Host Computer. Registration and validation of the Concurrent User License must be performed online.

   b. The Client Software and Concurrent User Licenses may from time to time require revalidation. Validation verifies that the Concurrent User Licenses have been activated and are properly licensed. Validation also permits you to use certain features of the Client Software or to obtain additional benefits.

   c. During registration and during validation, the Server Software will send information about the Server Software, the Client Software, the Concurrent User Licenses, the Licensed Host Computer and the Client Devices to NComputing. This information includes, but is not limited to, the version and key code of the Concurrent User Licenses, the Internet protocol address of the Licensed Host Computer, and other information entered by the end user. For additional information on registration and validation please visit our knowledge base at www.ncomputing.com

   d. If, after a validation check, the Client Software and or Concurrent User Licenses are found not to be properly licensed or registered, the functionality of the Client Software and/or Server Software may be affected. For example, you may

      - need to reactivate the Concurrent User License(s), or
      - receive reminders to obtain a properly licensed copy of the Client or Server Software, or you may not be able to use or continue to use some or all of the features of the Client Software or Server Software, or
      - obtain certain updates from NComputing.

7. **SOFTWARE UPDATES AND INTERNET-BASED SERVICES.** NComputing makes use of Internet-based services in the Client Software for updates, notifications and other purposes; and may change them at any time.

   a. Updates. From time to time, NComputing may, at its own discretion, create updates and/or patches (hereinafter collectively referred to as "Updates") to the Client Software. Updates may include support for and compatibility with operating system updates or service packs, bug fixes, and incremental improvements.

   b. If available, you may obtain NComputing Software Updates at no additional charge within one (1) year after the date of your purchase of the Concurrent User License(s), provided that you have properly registered the Concurrent User License(s).

   c. After one year from the date of your purchase, NComputing may make further updates available to you for a paid Software Maintenance or Premium Support fee.

   d. You may only obtain updates or upgrades for the Client Software from NComputing or its authorized sources.

   e. Updates are provided "as is" and do not include any warranties of any kind.

   f. New Client Software. Updates do NOT include major feature additions, support for previously unsupported operating systems, or support for new hardware products - such items constitute new software for which upgrade or Premium Support options may or may not be made available.

   g. The Client Software is designed to be compatible with currently supported operating systems and personal computer hardware. Notwithstanding the foregoing, NComputing does not warrant and/or represent that the Client Software will be compatible with any operating systems, applications, hardware or software, or any updates or upgrades thereto. If you upgrade your operating system, applications, hardware or software, NComputing will not be liable for any problems that may occur as a result of an incompatibility between the Client Software and any such upgraded product.

   h. NComputing may use computer information, error reports, connection logs and other reports about the software and its usage and maintenance to improve NComputing software and services. NComputing also may share such information with third parties, such as other hardware and software vendors who also may use it to improve their products and services.

   Misuse of Internet-based Services. You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

8. **SCOPE OF LICENSE.** The Client Software is licensed, not sold. This EULA only gives you some rights to use the Client Software. NComputing reserves all other rights. The rights granted to you under this EULA are conditional upon your compliance with the terms and conditions set forth herein. Unless applicable law gives you more rights despite the limitations in this EULA, you may use the Client Software only as expressly permitted in this EULA. In doing so, you must comply with any technical limitations in the Client Software that only allow you to use it in certain ways. All intellectual property rights in and to the Client Software, including without limitation, all patents, copyrights, trademark, trade secret and other proprietary rights of any kind remain solely the property of NComputing or its licensors. You may not

   - work around any technical limitations in the Client Software;
   - reverse engineer, decompile or disassemble the Client Software;
   - use the Client Software to connect to any software other than the Server Software;
   - make more copies of the Client Software or Concurrent User Licenses than specified in this EULA;
   - publish the Client Software or Concurrent User Licenses for others to copy; or
   - display, disclose, rent, lease, distribute, lend or create derivative works based on the Client Software or any part thereof.

9. **REQUIREMENTS FOR ADDITIONAL SOFTWARE LICENSES.** Additional operating system, application software, and/or access licenses may be required for some operating systems and software applications to be used with the Client Software and Server Software. Refer to Paragraph 3.c above and check each of your end user software license agreements to determine if additional licenses are required. NComputing is under no obligation to advise, consult or otherwise provide guidance to you regarding third-party software licensing. You shall indemnify and hold NComputing and its distributors harmless from any and all claims, damages, costs, liabilities, etc. arising from your improper use of the Client Software or any other third party software.

10. **TERM AND TERMINATION.** This EULA will remain in effect until terminated. Unauthorized copying of the Client Software or failure to comply with the terms of this EULA will result in automatic termination of this EULA and all licenses granted herein, and will make available to NComputing other legal remedies. This EULA and all licenses granted herein will automatically terminate if You go into liquidation, suffer or make any winding up petition, make an arrangement with Your creditors, or suffer or file any similar action in any jurisdiction in consequence of debt. This EULA and all licenses granted herein may also be terminated by NComputing as set forth in Section 11 below. Upon any termination of this EULA, You shall cease all use of and destroy all of your copies of the Client Software. Notwithstanding the expiration or termination of this EULA, it is acknowledged that those rights and obligations that by their nature are intended to survive such expiration or termination will survive, including, without limitation, the disclaimers of warranties and limitations of liability provided herein.

11. **LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.** NComputing warrants that the Client Software (and any Updates thereto) will perform substantially in accordance with the applicable user documentation for a period of ninety (90) days from the date of your purchase of the Client Software (the "Limited Warranty"). NComputing's and its suppliers' sole liability, and your exclusive remedy, for any breach of this Limited Warranty or for breach of any other warranty related to the performance of the Client Software shall be, at NComputing's option, (i) to terminate this EULA and return the amount paid by you for the affected Client Software; or (ii) to repair or replace the Client Software to make it perform substantially in accordance with the Limited Warranty. This Limited Warranty shall not apply (i) if you make any unauthorized modifications to the Client Software, or misuse, abuse of the Client Software; (ii) if you use the Client Software for purposes other than its intended use; or (ii) if you violate any terms and conditions of this EULA. NComputing and its suppliers make no warranties, and provide no remedies, in connection with any defects discovered after the ninety-day Limited Warranty period.

EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE, THE CLIENT SOFTWARE, INCLUDING WITHOUT LIMITATION ANY OPEN SOURCE SOFTWARE INCORPORATED THEREIN OR PROVIDED THEREWITH, AND ANY ACCOMPANYING DOCUMENTATION, ARE PROVIDED "AS IS".
TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES EXPRESSLY STATED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR SATISFACTORY QUALITY, WHICH NCOMPUTING SPECIFICALLY DISCLAIMS, FOR ITSELF AND ON BEHALF OF ITS SUPPLIERS, TOGETHER WITH ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM NCOMPUTING OR ELSEWHERE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE DISCLAIMER OF IMPLIED WARRANTIES ABOVE MAY NOT APPLY TO YOU, IN WHICH CASE THE DURATION OF ANY SUCH IMPLIED WARRANTIES SHALL BE LIMITED TO NINETY (90) DAYS FROM THE DATE YOU PURCHASED THE CLIENT SOFTWARE; PROVIDED, HOWEVER, THAT IN SUCH CASE NCOMPUTING'S OR ITS SUPPLIERS' SOLE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR BREACH OF SUCH IMPLIED WARRANTIES SHALL IN ANY CASE BE, AT NCOMPUTING'S OPTION, (i) TO REPAIR OR REPLACE THE CLIENT SOFTWARE TO CONFORM IT TO SUCH APPLICABLE WARRANTY, OR (ii) TO TERMINATE THIS EULA AND RETURN THE AMOUNT PAID BY YOU FOR THE AFFECTED

CLIENT SOFTWARE.

NCOMPUTING DOES NOT WARRANT THAT THE OPERATION OF THE CLIENT SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE CLIENT SOFTWARE WILL MEET YOUR SPECIFIC REQUIREMENTS. YOU ACKNOWLEDGE AND AGREE THAT PERFORMANCE OF THE CLIENT SOFTWARE MAY VARY DEPENDING ON THE SERVER DEVICE, CLIENT DEVICE, THE SOFTWARE PROGRAMS RUNNING ON THE FOREGOING (INCLUDING THE SERVER SOFTWARE), AND THE BANDWIDTH AND CONFIGURATION OF THE NETWORK CONNECTING THEM. SINCE ALL CLIENT DEVICES SHARE THE SERVER DEVICE'S RESOURCES, A CLIENT DEVICE'S PERFORMANCE MAY DECREASE IF THE SERVER DEVICE'S PROCESSOR(S) OR OTHER RESOURCES BECOME OVERLOADED AS MORE CLIENT DEVICES ARE CONNECTED TO THE SERVER DEVICE OR IF A USER RUNS RESOURCE INTENSIVE APPLICATIONS.

12. **LIMITATION OF LIABILITY.** EXCEPT TO THE EXTENT THAT LIABILITY MAY NOT BY LAW BE LIMITED OR EXCLUDED, IN NO EVENT WILL NCOMPUTING OR ITS SUPPLIERS BE LIABLE FOR LOSS OR CORRUPTION OF DATA, LOST PROFITS OR LOSS OF CONTRACTS, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR OTHER SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING FROM THE SUPPLY OR USE OF THE CLIENT SOFTWARE, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE). THIS LIMITATION WILL APPLY EVEN IF NCOMPUTING OR AN AUTHORIZED DISTRIBUTOR OF NCOMPUTING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL NCOMPUTING'S OR ITS SUPPLIERS' LIABILITY EXCEED THE AMOUNT PAID BY YOU FOR THE AFFECTED CLIENT SOFTWARE. YOU ACKNOWLEDGE AND AGREE THAT THIS PROVSION REFLECTS A REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES.

13. **COMPLIANCE WITH LAW.** You agree to use the Client Software solely in accordance with, and within the limits permitted by, applicable laws, rules, regulations and orders.

14. **U.S. Government End User Purchasers.** The Client Software and any other NComputing software covered under this EULA are "commercial items" as that term is defined at 48 C.F.R. 2.101; consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Client Software and any other NComputing software and documentation covered under this EULA with only those rights set forth herein.

15. **JURISDICTION AND DISPUTES.** Except as otherwise set forth in Attachment A (if applicable), of this EULA, including all revisions and amendments thereto, is governed by and construed in accordance with the laws of the Republic of Korea, without regard to its conflict or choice of law principles. Notwithstanding any choice of law provision or otherwise, and the United States Uniform Computer Information Transactions Act the United Nations Convention on the International Sale of Goods shall not apply.

16. **ARBITRATION.** Except as otherwise set forth in Attachment A (if applicable), , Customer unconditionally consents and agrees that: (i) any claim, dispute or controversy (whether in contract, tort, or otherwise) Customer may have against NComputing or its officers, directors, agents and employees arising out of, relating to, or connected in any way with the Software or this EULA (including its existence, validity or termination), will be finally resolved by arbitration to be held in Seoul, Korea and conducted in English under the Rules of Arbitration of the International Chamber of Commerce provided, however, that each party may enforce its or its Affiliates' (defined below) intellectual property rights in any court of competent jurisdiction, including but not limited to equitable relief. The arbitral award shall be final and binding on the parties. Except to the extent entry of judgment and any subsequent enforcement may require disclosure, all matters relating to the arbitration, including the award, shall be held in confidence. For purposes of this EULA, Affiliate means, any corporation or other entity that is controlled by, or is under common control with a party (a corporation or other entity shall be deemed to control another if it owns or controls more than fifty percent (50%) of the voting

stock or other ownership interest of the corporation or entity).

17. **EXPORT.** Software and Documentation, including any technical data provided by NComputing hereunder, may be subject to export, re-export or import control laws under the country of origin, destination or use, including regulations under such laws. Customer shall comply fully with all international and national laws and regulations that apply to the Software and Documentation and to Customer and Customer Representative's use thereof, including, but not limited to, the U.S. Export Administration Regulations, end-user, end-use and destination restrictions issued by U.S. and other governments. Without limiting the generality of the foregoing, Customer expressly agrees that Customer shall not, and shall cause Customer Representative to agree not to, export, directly or indirectly, re-export, divert, or transfer the Software and Documentation or any technical data thereof to any destination, company or person restricted or prohibited by U.S. laws or regulations or laws or regulations of any other applicable jurisdiction. Customer represents and warrants that (i) Customer is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) Customer are not listed on any U.S. Government list of prohibited or restricted parties.

18. **ASSIGNMENT.** You may not transfer, assign or delegate any of your rights or obligations under this EULA, in whole or in part, whether voluntarily, by operation of law, by merger or sale of all or substantially all of your stock or assets, or otherwise, without the prior written consent of NComputing. Any purported transfer, assignment, or delegation by You without such prior written consent shall be null and void. NComputing has the right to transfer, assign or delegate any of its rights or obligations under this EULA to one or more third parties without Your consent, including through reorganization, reincorporation, merger, change of control, or a sale of all or substantially all of NComputing's stocks or assets. Subject to the foregoing, this EULA shall bind and inure to the benefit of each party's successors and permitted assigns.

19. **LEGAL EFFECT.** This EULA describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the Client Software. This EULA does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

20. **NO WAIVER.** Any waiver of any right or remedy by NComputing is not valid and effective, unless, and to the extent, it is express and in writing, and states such right and remedy to be waived. Selection by NComputing of a specific remedy does not constitute, and shall not be interpreted to constitute, a waiver of any other remedy of NComputing, and NComputing's failure to select a specific remedy does not constitute, and shall not be interpreted to constitute, a waiver of such remedy.

21. **SEVERABILITY.** Should any section, or portion thereof, of this EULA be held invalid by reason of any law existing now or in the future in any jurisdiction by any court of competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof shall be validly reformed so as to approximate the intent of the parties as nearly as possible and, if unreformable, shall be deemed divisible and deleted with respect to such jurisdiction; this EULA shall not otherwise be affected.

22. **INTEGRATION.** This EULA constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements, oral or written, between the parties, and is intended as a final expression of their agreement, regarding the subject matter of this EULA other than any document expressly incorporated herein by reference. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this EULA.

YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ THIS EULA, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

ATTACHMENT A

LOCAL TERMS AND CONDITIONS - United States of America

The following terms apply to Customer with its principal offices within United States of America or is a resident of the United States of America or to the extent that the laws of the United States of America apply to Customer's use of the Software.

This Agreement and Customer's relationship with NComputing shall be governed and construed in accordance with the laws of the state of California, without regard to its conflict of law provisions. Subject to NComputing's right to seek injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction, Customer unconditionally consents and agrees that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) Customer may have against NComputing or the officers, directors and employees of NComputing and its subsidiaries or Affiliates (all such individuals and entities collectively referred to herein as the "NComputing Entities") arising out of, relating to, or connected in any way with the Software or this EULA (including its existence, validity or termination) or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS or another mutually-acceptable alternative dispute resolution provider ("Arbitration Tribunal") and conducted in the United States before a sole arbitrator in accordance with the rules of the Arbitration Tribunal; (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce in the United States, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) the arbitrator's decision shall be controlled by this Agreement and any of the other agreements referenced herein that the applicable Customer may have entered into in connection with the Software; (4) the arbitrator shall honor claims of privilege recognized at law; (5) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only Customer's and/or the applicable NComputing Entity's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (6) the arbitrator shall not have the power to award punitive, exemplary, special or consequential damages against Customer or any NComputing Entity; (7) in the event that the administrative fees and deposits that must be paid to initiate arbitration against any NComputing Entity exceed $125 USD, and Customer is unable (or not required under the rules of the Arbitration Tribunal) to pay any fees and deposits that exceed this amount, NComputing agrees to pay them and/or forward them on Customer's behalf, subject to ultimate allocation by the arbitrator. In addition, if Customer is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, NComputing will pay as much of Customer's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (8) with the exception of subparts (5) and (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of the Arbitration Tribunal, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (5) or subpart (6) is found to be invalid, unenforceable or illegal, then if NComputing so elects, the entirety of this arbitration provision shall be null and void, and neither Customer nor NComputing shall be entitled to arbitrate their dispute.

LOCAL TERMS AND CONDITIONS - Europe

The following terms apply to any Customer with its principal offices or residence within the European Economic Area (EEA) or European Union, or Switzerland, Iceland, Montenegro, Serbia, Kosovo, Albania, Bosnia & Herzegovina, Macedonia, San Marino, Monaco, Vatican City, the Channel Islands, the Isle of Man, overseas departments of France, or the Faeroe Islands:

1. Despite paragraph 15 of this Agreement, this Agreement and Customer's relationship with NComputing shall be subject to the laws and jurisdiction of the state listed above in which you have your principal offices or, if you are not a business, the state listed above where you are resident.
2. Despite any term of this Agreement in paragraph 4 or elsewhere to the contrary, and to the extent required by Directive 91/250/EEC (as amended) on the legal protection of computer

programs as implemented in your jurisdiction, for the time while you have the right to use the Software you have the right to:

2.1. make a back-up copy to the extent that it is necessary to do so to use the Software;

2.2. observe, study or test the functioning of the Software in order to determine the ideas and principles which underlie any element of the program if you do so while performing any of the acts of loading, displaying, running, transmitting or storing the program which you are entitled to do; and

2.3. disassemble, decompile, reverse engineer or create derivative works based on the whole, or any part, of the Software but in either case only to the extent that such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities: (i) is used only for the purpose of achieving inter-operability of the Software with another software program (ii) is not unnecessarily disclosed or communicated to any third party without the NComputing's prior written consent; and (iii) is not used to develop, produce or market any software which is substantially similar to the Software or for any other act which infringes copyright.

3. Nothing in this EULA (in particular paragraphs 11 and 12) shall exclude or limit, or be taken as seeking to exclude or limit, any liability which the applicable law does not permit to be excluded, or, as the case may be, limited but only to the extent that such exclusion or limitation is not permitted or would make the EULA unenforceable. Depending on the applicable law, this may include willful misconduct, gross negligence, death or injury caused by negligence, fraud, fraudulent misrepresentation or warranties as to ownership which cannot be excluded by law.
4. Despite paragraph 16, the place of Arbitration shall be London, England.

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